

**NOTICE**  
**REQUEST FOR PROPOSAL**  
**MIDDLE-MILE FIBER OPTIC NETWORK/WIDE AREA NETWORK**  
**FOR**  
**LOGAN COUNTY, ILLINIOS**  
**MAY 9, 2022**  
**RFP NO. 592022**

Sealed proposals will be received by the County Clerk's Office, 601 Broadway St #21 24, Lincoln, IL 62656 **until 1:00 p.m. local time – Friday, MAY 20th, 2022.** Proposals received after this specified time and date will not be considered. The sealed proposals will be publicly opened and each Vendor's name read aloud on the same date and time by a county board subcommittee for the following:

**LOGAN COUNTY IS SEEKING A PUBLIC OR PRIVATE PARTNER THAT CAN CONSTRUCT, MAINTAIN, AND MANAGE A SELF SUSTAINING, AFFORDABLE, RELIABLE, AND SCALEABLE OPEN ACCESS FIBER OPTIC MIDDLE MILE NETWORK. THIS SECURE NETWORK IS INTENDED TO SUPPORT NEXT GENERATION HIGH SPEED BROADBAND INTERNET ANY ENTITIES BUT NOT LIMITED TO BUSINESSES, RESIDENCES, MUNICIPALITIES, AND INTERNET SERVICES PROVIDERS. THE INTENTION IS TO DRIVE EXPANSION OF ECONOMIC DEVELOPMENT, SMART GOVERNMENT APPLICATIONS, DIGITAL DIVIDE SOLUTIONS, AND OTHER ADVANCED INTERNET AND IP BASED PRODUCTS AND SOLUTIONS.**

**THE COUNTY SEEKS INNOVATIVE AND CREATIVE SOLUTIONS AND WELCOMES VARIOUS REVENUE SHARING BUSINESS MODELS AND APPROACHES TO CONSIDER, IN ADDITION TO THE SPECIFIC REQUEST MADE IN THIS DOCUMENT. ADDITIONALLY, THE COUNTY UNDERSTANDS THAT IT MAY BE UNLIKELY THAT ONE ENTITY FILLS THIS ROLE OF EXPERIENCED PROVIDER, CAPITAL PARTNER, AND SMART COUNTY SOLUTION PROVIDER, AND SO IS WILLING TO CONSIDER RESPONSES THAT INCLUDE MULTIPLE PARTIES.**

**THE PROPOSALS SUBMITTED AND THE CONTRACT, IF AWARDED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS REQUEST FOR PROPOSAL, ATTACHED SPECIFICATIONS, ALL CODES, REQUIREMENTS AND REGULATIONS REFERENCED THEREIN, UNLESS CHANGES ARE MUTUALLY AGREED UPON BY LOGAN COUNTY AND THE SELECTED VENDOR DURING CONTRACT NEGOTIATIONS.**

Questions regarding this Request For Proposal should be **in writing via email** and should reference the above RFP number, 592022, in the Subject line. Submit all questions to Logan County's Planning and Zoning Subcommittee, in attention to **Mr. Keenan Leesman, Logan County Board Member** via e-mail at: [klesman@logancountyil.gov](mailto:klesman@logancountyil.gov).

**RFP Documents are Required for Submittal.**

## **PROJECT BACKGROUND**

Like many rural areas in the nation, Logan County has a low population density, making it less desirable for large telecommunications providers to invest in deploying and operating a reliable and affordable broadband network due to the cost of entry barrier. Faced with challenges in economic development in a more information-based age, Logan County Board received ARPA funds allowing (among other things) towards the investment of broadband deployments.

The Planning and Zoning committee gathered information from a variety of sources from the consumer/customer side as well other interested providers in this market. The Planning and Zoning Committee decided to move forward with a recommendation for an open access, revenue sharing middle-mile fiber project extending out to connect all villages, and municipalities in defined phases or in total (funding permitting) along with locations along the route that could support wireless towers for extending the broadband network for miles in all directions along the fiber route.

The County Board approved a resolution to set aside \$3.5 million of ARPA funds for a middle mile fiber optic network project along with supporting state and federal grant opportunities to ensure a county wide deployment.

## **CLARIFICATION AND/OR EXCEPTIONS OF DOCUMENTATION**

Vendors requiring clarification or having a dispute with these documents must advise county board lead for this project, **Mr. Keenan Leesman** via e-mail at [klesman@logancountyl.gov](mailto:klesman@logancountyl.gov) of the nature of the required clarification or basis of the dispute, in writing, no later than **May 14, 2022**. If no written contact has been made by this specified date, the Vendor waives the right to any future consideration and accepts the documents as published and/or revised by the County. **Additionally, submitting a signed bid shall be construed as a total compliance statement for all paragraphs included in this RFP.**

## **RFP SCHEDULE**

RFP ISSUED:	May 9th, 2022
QUESTIONS DUE:	May 14 <sup>th</sup> , 2022
ANSWERS DISTRIBUTED:	May 18 <sup>th</sup> , 2022
PROPOSALS DUE	May 20 <sup>th</sup> , 2022
NOTICE OF INTENT TO AWARD	May 24 <sup>th</sup> , 2022 (pending full board vote)

## **SERVICE PROVIDER (“VENDOR”) CERTIFICATION**

The Vendor is expected to be CLEC certified with the State of Illinois.

## **PERMITS REQUIRED**

Required permits for rights of way and easements must be obtained from the City/County/State permitting agencies before any construction can begin.

## **DIGGERS HOTLINE**

Vendor is responsible for maintaining accurate network route information with Diggers Hotline and is responsible for all locating costs associated with the network throughout the term of the agreement.

### **EXPARTE COMMUNICATION**

Please note that to insure the proper and fair evaluation of a proposal, Logan County prohibits exparte communication (i.e., unsolicited) initiated by the Vendor to any Logan County Official evaluating or considering the proposals prior to the time a bid decision has been made. Communication between Vendor and the County will be initiated by the appropriate County Official, contracted consultant, or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Vendor from consideration or award of the proposal, then in evaluation, or any future proposal.

### **INSURANCE AND SAFETY REQUIREMENTS**

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Illinois.

The Vendor shall, within fourteen (14) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A certificate of existing insurance coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the RFP requirements, then the Vendor should request an affidavit of insurability from the Vendor's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the RFP requirements. The Vendor agrees to accept and abide by all national, state, and local safety regulations in complete accordance with the attached requirements.

### **INDEMNIFICATION AGREEMENT**

The Vendor agrees to indemnify and hold harmless Logan County in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the RFP submittal. Failure to provide a Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the RFP requirements.

### **DRUG-FREE WORKPLACE CERTIFICATION**

By submitting a proposal in response to this Request for Proposal, Vendor is certifying that their company is a drug-free workplace.

### **SUSPENSION AND DEBARMENT CERTIFICATION**

By submitting a bid in response to this Request For Proposal, you are certifying that your company, pursuant to 49 CFR Part 29: (1) is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Vendor

agrees that any contract awarded to Vendor will be subject to termination by the County if Vendor or its subcontractors fail to comply or maintain such compliance.

## **LEGAL**

This contract shall be governed and construed according to the laws of the State of Illinois. The Vendor shall comply with all local, state and federal laws and regulations applicable to this Contract.

The Vendor is an Independent Contractor. Nothing contained in this Contract shall be considered to create the employer-employee relationship between Logan County and the Vendor.

## **MODIFICATIONS**

Any modification to this Contract must be in writing and signed by both parties.

## **AMERICANS WITH DISABILITIES ACT/NON-DISCRIMINATION**

The Vendor represents that no qualified individual with a disability, as defined by ADA, shall by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The Vendor is notified that it is subject to all employment requirements listed under Title 1 of the ADA by virtue of its Contract with Logan County. The Vendor shall provide the same notice to its sub-contractors.

The Vendor, and its sub-contractors, shall not discriminate on the basis of race, color, national origin, age, disability, or sex.

## **DISPUTE RESOLUTIONS**

If a dispute occurs, the parties shall first attempt negotiation to resolve the dispute. If this fails, the parties may mutually agree to arbitration or mediation. If the parties cannot decide, either party may commence an action in Logan County, Illinois.

## **TERMINATION**

In an event of breach of a provision of the Contract, either party may terminate the agreement by providing written notice to the other party.

## **CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION**

All Vendor(s) must disclose if they, or a close family member, have a conflict of interest. A conflict is defined as having a financial or proprietary interest in the business of the other party. Vendor(s) should list if they, or a family member, works with/for or has a business interest in Logan County.

The Vendor shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, offered or accepted bribes/incentives, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal and that the Vendor is not financially interested in, or otherwise affiliated in a business way with any other Vendor on the same land or improvements.

## **PROPRIETARY INFORMATION**

Proprietary information may be submitted as part of the proposal. Please clearly provide a list of the page, section, paragraph, and content reference that contains actual proprietary information. You may not designate the entire proposal response as confidential or proprietary.

## **ADDENDA**

It is the Vendor's responsibility to check prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the proposal.

The failure of a Vendor to submit acknowledgment of any addenda that affects the proposal price(s) may be considered an irregularity and may be cause for rejection of the proposal.

## **RFP SUBMITTAL**

**An unbound original, five (5) copies (collated in sets) and one (1) electronic copy (USB flash drive)** of the proposal and all required RFP submittal data including any Vendor generated specifications, drawings, etc., shall be enclosed within a sealed envelope with the words, "**Sealed RFP No. 592022 – Logan County Middle-Mile Fiber Network/Wide Area Network**" and the Vendor's name and address clearly shown on the outside thereof. **Submittals received with less than the requested number of copies or not submitted with all requested information may be disqualified as non-responsive.**

Mailed proposals must be received in the office of the Logan County Clerk not later than the time set forth for RFP opening. Logan County will not be responsible for any lost or late arriving proposals sent via the U.S. Postal Service or other delivery services.

**Logan County, at its sole discretion, reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of the County.**

The award of this proposal, if made, shall be in accordance with local and State of Illinois law and Logan County's Procurement Policy. The award may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Vendor's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. Logan County reserves the right to accept all or part, or to decline the whole, and to award this RFP to one or more Vendor(s). There is no obligation to buy. The RFP, if awarded, will be in the judgement of the County the most responsive to the County's needs and goals. Logan County encourages the use of local, minority and/or women-owned businesses as subcontractors or in joint venture arrangements.

**PROPOSAL COVER SHEET:**

**MIDDLE-MILE FIBER OPTIC NETWORK/WIDE AREA NETWORK**

**FOR**

**LOGAN COUNTY, ILLINOIS**

**DUE: 1PM CENTRAL TIME, MAY 20th, 2022**

**RFP NO. 592022**

**THIS RFP SHALL BE VALID FOR NINETY (90) DAYS FROM DATE OF OPENING**

**Company Name** \_\_\_\_\_

**Company Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Telephone (\_\_\_\_\_)** \_\_\_\_\_ **Fax (\_\_\_\_\_)** \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_

The following Request for Proposals is in strict accordance with the **Logan County RFP, dated May 9, 2022** and all attachments as referenced therein.

**“I hereby certify that I understand and am aware that Logan County, at its sole discretion, reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of the County.**

The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Vendor’s experience and/or qualifications, past experience, cost, standardization, technical evaluation and oral and/or written presentations as required. The County reserves the right to accept all or part, or to decline the whole, and to award this RFP to one or more Vendors. There is no obligation to buy. The RFP, if awarded, will be in the judgement of the County the most responsive to the County’s needs and goals. Logan County encourages the use of local, minority and/or women-owned businesses as subcontractors or in joint venture arrangements.”

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Name of Contact for Questions  
(Please Print or Type)**

\_\_\_\_\_  
**Telephone No. of Contact**

\_\_\_\_\_  
**Email Address of Contact**

## **EXPECTED OUTCOMES AND HIGH-LEVEL DELIVERABLES**

Logan County Board is committed to the successful future of our community. To that end we believe the following to be true:

Affordable and reliable high-speed Internet access to all residents and business is essential to enabling a “world class community”.

Sustainable economic development, growth, opportunity, and innovation are dependent on high speed access.

We should leverage existing assets for the greatest benefit to citizens and community business partners.

County leadership can help engage local business leaders and service providers to plan for our community’s needs.

## **SPECIFIC BUSINESS MODEL AND REQUIREMENTS**

Please submit a proposal based on these criteria. Additional proposals may be submitted if a Vendor has other models that meet the expected outcomes and high-level deliverables.

1. The Vendor is expected to be CLEC certified with the state of Illinois.
2. Proposal assumes compliance with prevailing wage requirements.
3. Proposal should include past performance, capabilities, and qualifications demonstrated by an explanation of how the responder is suitable for this project. At a minimum responder, should address the following:
  - a. Identify three (3) other public-entity networks your company has built and operated, as well as any network design and build experience; include the level of broadband speed, technology type, availability and adoption among different categories of end users and unique capabilities or attributes. Discuss your capabilities with regard to engineering and design of broadband networks systems or any alternative technology, if that is what you propose. Include entity name, entity address, contact name, title, phone number and email address.
  - b. Customer satisfaction – Provide past or current customer satisfaction surveys or metrics that demonstrate all facets of the overall customer experience.
  - c. Describe agreements with other service providers, government, or non-profit entities you have undertaken, particularly any in which you provide service to unserved or underserved populations (Digital Divide). Describe the nature of the projects and your company’s role.
  - d. Discuss your capabilities regarding operation and maintenance of the form of broadband technology you propose. Overall operation, including routine and emergency maintenance, of the network will be crucial to its success. Please demonstrate through experience your ability to operate and maintain all aspects of the network.
  - e. Financial Statements: Provide audited financial statements for the most recent two (2) year period. Is your company a subsidiary or affiliate of another company? Provide full disclosure of all direct or indirect ownership. If you are a wholly owned subsidiary of another company or corporation and does not possess audited financial statements, unaudited financial statements for the subsidiary for a two (2) years period must be submitted as supplemental information to the company’s

- financial statements in order to meet this requirement. These documents should be affixed to all proposals, submitted by the company named in the proposal sheet.
- f. Provide any pending legal matters against your company. Describe any pending agreements to merge or sell your company or any portion.
  - g. Provide customer service metrics outlining your plan's targets to include performance guarantee(s) with at-risk assumptions.
4. Proposed pricing/payments/ownership structure will be considered and negotiated for Board review.
  5. Vendor should describe their approach to the following:  
Logan County with an open access middle mile fiber network.
    - a. Unless otherwise specified, all listed locations in Attachment A will have a 12-fiber lateral (using duct/conduit) built into the building, terminated on a fiber termination/patch panel at an internal location not more than 100 cable feet from the point of entry. Costs for internal cable distances of more than 100 cable feet from the point of entry will be paid for by the facility. At least thirty (30) feet of separation from existing telecommunication providers' points of entry and lateral entrance routes is required.
    - b. For each connected entity location, there will be a quantity of dedicated fibers in the middle-mile fiber cable equal to the number of fibers in that location's lateral. Note: For scalability, spare private fibers for the county's use should be planned for if additional county-related sites are added in subsequent phases.
    - c. Vendor will include the optics (xFPs, for example) cost to light two (2) fiber pairs at each specified location plus a spare set per specified location, in their pricing. Assume 1 Gbps bandwidth for pricing purposes. Detail any cost differences to increase to 10 Gbps and 100Gbps. Specify additional one-time/recurring costs, if any, for optics above and beyond the initial optics required above.
    - d. Vendor will provide optional costs for hardware to distribute client connectivity.
    - e. Vendor shall install cable splice handholes/vaults (for underground fiber segments) or aerial fiber splice cases (for aerial fiber segments) every 500 feet or less within incorporated area boundaries and industry standard appropriate for middle mile deployments.
    - f. Vendor may market their backbone fibers or services on those fibers on a retail or commercial basis to other parties, including other telecommunications providers, or use it for their own purposes. Please indicate how Vendor will provide a revenue share to the County for revenue received from Provider fibers for leasing dark fiber and/or providing services on those fibers and, if so, a detail of how that revenue share model would work and be calculated.
  6. Provide a map (KMZ format) of your proposed network routes, including notations for fiber count, aerial versus underground route segments, identification of Attachment A locations, and other locations of significance along the fiber route(s).
  7. Please describe the recognized telecommunication industry fiber optic network material and construction specifications you will adhere to for this project. Please review Attachment B and indicate how you will comply or propose to amend each requested specification.
  8. Please confirm the network will support both active and passive signal distribution.
  9. Please describe in detail how Vendor will document the fiber optic network, including, but not limited to: as-builts, fiber strand assignments, maintenance records, splicing assignments, link loss budgets and other operating characteristics. How will this information be shared with the County at completion of the project and an ongoing basis?



10. Please describe in detail how Vendor will monitor the network for physical and transmission service issues, impairments, and outages. How will this information be shared with the County?
11. Please describe in detail Vendor's Service Level Agreement policies and thresholds for:
  - a. Lit Services:
    - i. Availability
    - ii. Mean Time To Respond
    - iii. Mean Time To Repair
    - iv. Packet Loss
    - v. Latency (round-trip)
    - vi. Jitter
  - b. Dark Fiber:
    - i. Availability
    - ii. Mean Time To Respond
    - iii. Mean Time To Repair
12. Please describe in detail Vendor's Service Level Agreement credit policies and structure for violations of the above thresholds.
13. Please describe in detail Vendor's trouble ticketing system, including customer portals and how information will be shared with the County.
14. Please describe in detail Vendor's network management capabilities and its escalation policies and procedures.
15. Please provide a detailed overview, at minimum that includes a deployment plan, communications plan, and timelines to accomplish the goal of building a Middle-Mile Fiber Optic Network/Wide Area Network, along with local lateral drops to listed locations, as specified in this RFP. The project goal is to be operational by the ARPA spending requirements but expected to define an agreed deadline and be held to it; please indicate factors that would prevent Vendor from meeting this goal and how those factors could be mitigated.
16. Please provide a description of the roles and responsibilities envisioned for Vendor, Vendor team members, Logan County and its affiliates, and subcontractors or third parties (if applicable) for each of the following:
  - a. Network(s) design
  - b. Network(s) construction
  - c. Network(s) operations and management
  - d. Customer support
  - e. Publicly available information
  - f. Marketing
17. Vendor will make this network available for broadband providers at competitive market rates for dark fiber/lit services. The County anticipates that Vendor may want to also provide Ethernet and/or Internet services on the network. Please provide, as a separate cost item, a schedule of Internet services Vendor offers to provide to locations connected to this network. A required minimum performance capacity of 25Mbps/3Mbps per end-customer connection should be supported by the middle-mile network; desired minimum performance capacity of 100Mbps/100Mbps or better per end-customer connection.
18. Please provide information regarding your strategy/suggestions for interconnecting this network to other middle-mile networks for connectivity to Tier 1/2 Internet backbone providers located in Illinois or adjoining states.
19. Provide grant writing support for current and future grant funding endeavors as it relates to the broadband proposal or continued development of additional phases to the proposal.

## **PROPOSAL EVALUATION AND SELECTION PROCESS**

It is the intent of Logan County to award the contract for this project to the entity most responsive to all aspects of this RFP. A committee will evaluate all proposals based on the criteria and weighting described below:

20% - Project Plan – Including a work breakdown structure, duration estimates per activity and statement of work with all planned deliverables.

20% - Ability to Complete the Project – schedule, specifications, scope, quality, customer satisfaction.

20% - Cost of the overall project

20% - Projected revenue share with Logan County.

10% - Past Performance/Project Success – previous success with similar projects, including specific references and point of contact information.

5% - Innovation – Ability to provide viable options and scalability which consider our local and regional opportunities and challenges.

5% - Corporate stability and ability to provide proposed services.

Upon selecting the vendor of choice a MOU and or IRU will be set forth between the County and vendor. In collaboration with the selected vendor, the County Board will retain the discretion on the start and funding of the project whether it is a phased or full approach to the proposed plan. This is to be determined based on the funding sources identified to fulfill the project.

# **INSURANCE REQUIREMENTS**

## **STATEMENT OF PURPOSE**

Logan County (the "County") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the County's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

## **COUNTY DEFINED**

The term County (wherever it may appear) is defined to mean Logan County, Illinois itself, its Board, employees, volunteers, representatives, contracted consultants, and agents.

## **OTHER PARTY DEFINED**

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the County and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

## **LOSS CONTROL/SAFETY**

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The County may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the County.

## **INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the County, on policies and with insurers acceptable to the County, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The County does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name Logan County as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by Logan County for liability arising out of the operations of this agreement."

## **Insurance Requirements (cont'd)**

### **INSURANCE – BASIC COVERAGES REQUIRED (cont'd)**

Except for worker's compensation, the Other Party waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Logan County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

**Commercial General Liability:** This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the County or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage**.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the County's acceptance of renovation or construction properties.

**The liability limits shall not be less than:**

<b>Bodily Injury and Property Damage</b>	<b>\$1,000,000 Single limit each occurrence</b>
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**Business Automobile Liability:** Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**The liability limits shall not be less than:**

<b>Bodily Injury and Property Damage</b>	<b>\$1,000,000 Single limit each occurrence</b>
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**Workers' Compensation:** Vendor shall maintain appropriate Workers' Compensation coverage during the term of the contract.

All subcontractors shall be required to maintain Workers' Compensation.

**Excess Liability:** This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

**The liability limits shall not be less than:                      \$1,000,000**

## **EVIDENCE/CERTIFICATES OF INSURANCE**

Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the County at least 15 days prior to coverage renewals.

If requested by the County, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms, and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the County, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

## ATTACHMENT A: SPECIFIED LOCATIONS

[illegible]

## ATTACHMENT B: FIBER CONSTRUCTION SPECIFICATIONS

The following are general terms that apply to the construction of fiber for the project. Vendor should indicate how they intend to comply or amend these specifications.

### **Meet-me Hole and Mid-Span Interconnection Splicing**

It is possible that Logan County may want to interconnect with the existing or newly planned carrier facilities at meet-me manholes or mid-span splice locations. Vendors should detail policies and guidelines that document meet-me manhole and mid-span interconnection procedures along with detailed costs for these activities.

### **Dark Fiber Performance**

Logan County prefers newly built fiber that contains a homogenous fiber type throughout the entire build.

### **Dark Fiber Maintenance**

Operations and Maintenance Practices: Logan County will require on-going maintenance and operations of IRU'd or owned fiber during the term of the contract. When pricing maintenance and operations as part of the monthly recurring costs, the Vendor should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection
- Scheduled maintenance windows and scheduling practices for planned outages
- Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring
- SLA Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternative service levels may be available at additional cost
- What agreements are in place with applicable utilities and utility contractors for emergency restoration
- Repair of fiber breaks
- Replacement of damaged fiber
- Replacement of fiber which no longer meets specifications
- Policies for customer notification regarding maintenance
- Process for changing procedures, including customer notification practices
- Property restoration

## **NEW BUILD FIBER STATEMENT OF WORK**

The Work is defined as:

### **Project Management**

- Selected vendor and its subcontractors will provide all project management to accomplish the installation of all project work.
- Provide engineer(s), certified on selected fiber system specifications and procedures to manage all phases of project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined below, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.

- Selected vendor and its subcontractors will develop a project management plan, which will include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate agency/organization/entity.

#### Material Management

- Selected vendor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones.
- Selected vendor and its subcontractors will develop in conjunction with selected contractor plants and other suppliers a material management plan.

#### Property Restoration

- All cable routes, which are plowed, will be restored to as near to original condition as possible.

#### Install overhead and underground fiber optic cable.

- Bore approximately (Approximate Number) feet of fiber optic cable through inner duct/conduit/hand hole system
- Plow approximately (Approximate Number) feet of fiber optic cable in accordance with selected Vendor installation specifications.
- Install approximately (Approximate Number) feet of aerial fiber optic cable in accordance with selected Vendor installation specifications.
- Install hand-holes and place marker/locator posts.
- Vendor will provide specific details of cable placement using aerial photography and CAD drawings.

#### Install and Splice Hardware

- Prep closures, cables, fibers and splice fibers at all field locations
- Fiber to fiber fusion splicing of optical fibers at each point
- Individual splice loss will be  $\leq 0.10$  dB for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator.

#### Final Testing

- In addition to splice loss testing, selected Vendor will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.
- Inspect each terminated single-mode fiber span for continuity and anomalies with an OTDR at 1550 nm from one direction in accordance with OTDR operating manual.

#### Documentation

- Provide final documentation consisting of:
  - Route "As-Built" Maps/Diagrams
  - End-to-End Insertion Loss Data
  - OTDR Traces



- Individual Splice Loss Data

#### General Scope of Work (Description for all routes)

- Placing of associated hand holes, marker posts, locator posts, inner duct, and miscellaneous materials.
- Splicing of fiber optic cables as specified.
- Procuring and Provisioning of hand holes and miscellaneous materials required to accomplish the above.

#### Bid Specifications

- All splicing shall be by the fusion method.
- All splicing enclosures and Hand Holes shall be of a type to be determined by the owner.
- All Hand Holes shall be DOT approved, 45,000 lb. load rated CDR or comparable enclosures.
- All plowed cables shall be placed at a depth of 36" along roadways and 24" on private property.
- All road and driveway bores shall be at a depth of 36" and will have a 2" inner duct placed within.
- All buried splice locations will be marked with a locator post and a copper ground wire shall be attached to the splice closure/cable sheath.
- Buried marker posts shall be placed at least every 1500' or per State/local requirements.
- Warning tape shall be placed 12" above the buried cable.
- All highway shoulders, schoolyards, and ditch lines will be compacted and restored to satisfactory condition.
- All DOT encroachment permits, railroad encroachment permits, and National Forest Service permits shall be submitted by selected vendor in accordance with the permitting agency requirements.
- The vendor shall be responsible for the payment of any permitting fees and shall be the owner of said facilities.
- Vendor shall furnish an as-built drawing to the owner of connected facilities.
- Vendor shall perform an end-to-end continuity and loss test on each spliced fiber segment and provide the owner with the db loss of each fiber segment.
- Vendor shall be responsible for submitting the appropriate Diggers Hotline locate requests.
- The County shall grant Vendor right of way permission for county-owned properties and roadways.
- All cables to buildings shall be fusion spliced within a minimum of 100' of entering a building at a location to be determined by the owner with an existing single mode fiber and terminated at customers' rack.
- A minimum of 100' coil of cable shall be left in each Hand Hole/Building for splicing use.

#### Right-of-Way Acquisition & Permitting

- Vendor is responsible to ensure that all cable routes have approved access & rights-of-way for all proposed cables installations.
- Vendor will provide any information or points of contact to allow selected Vendor and its subcontractors to facilitate the route prep "Make-ready" and actual cable installation.

- Vendor is responsible for pulling all required construction permits. Selected Vendor and its subcontractors will provide selected vendor with any information necessary to pull these permits in a timely fashion.

#### Route Maps

- Selected vendor is responsible for providing; maps, drawings or aerial photographs of the route.

#### Final Inspection

- The County will provide at their discretion a person(s) to witness any final testing or construction verification. The person designated by the County will be required to initial/provide acceptance of any results. This person(s) will represent the County during any and all acceptance testing. This does not relieve the selected Vendor from providing agreed upon documentation or absolve the selected Vendor of any warranty support.